

Environmental Protection Agency

Contractor

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to BPA Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) Exclusively with (Ordering Agency):

- (1) The following contract services/products can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

ITEM (Model/Part Number or Type of Service)**SPECIAL BPA**

- (2) Delivery:

DESTINATION**DELIVERY SCHEDULE/DATES**

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE**POINT OF CONTACT**

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, paper, or oral communications.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) RFQ Number;
- (c) BPA Number;
- (d) Task/Delivery Order Number;

- (e) Date of Purchase;
 - (f) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (g) Date of Shipment.
- (9) The requirements of a proper invoice are as specified in the BPA. Invoices will be submitted to the address specified within the task/delivery order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

THIS AWARD IS SUBJECT TO THE AVAILABILITY OF FUNDS.

B.1 SPECIAL NOTES

Environmental Protection Agency

Blanket Purchase Agreement

This Blanket Purchase Agreement (BPA) between offeror (herein "contractor") and the Environmental Protection Agency (EPA) is entered into to provide the services described in Section c.

1. General terms and conditions are included throughout the agreement and made a part hereof
2. The EPA intends to award multiple BPA's for the services described in section c. A competitive process among those contractors awarded a BPA for these services will determine the contractor selected to perform the services. The EPA reserves the right to use other evaluation factors, in addition to price, in determining which contractor will receive an order under the BPA.
3. Any protest filed as a result of an order issued under this BPA will be handled in accordance with the protest clause of this BPA.
4. Services will be ordered via individual task orders issued against this BPA. The EPA and the contractor will agree on a unit price and extended price for each individual task order.

Task Orders

Work performed under this agreement shall be within the parameters set forth in Section C, and specifically defined or controlled by Task Orders executed by the Contracting Officer or Ordering Officers. Task Orders shall be in writing and shall be issued to the contractor with the following information:

1. Description of Requirement
2. Blanket Purchase Agreement and Delivery order Number
3. Appropriation and funding data

4. Total price of the Order
5. Time allowed to complete the order
6. Applicable special instructions as required
7. Other pertinent information

B.2 OBLIGATION OF FUNDS

The amount of funds obligated and made available for payment will be stated in each task order.

B.3 PRICE

The contractor will be paid the consideration identified in each task order. The consideration shall constitute complete payment for all services and materials furnished and accepted pursuant to the task order.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included

Non-Routine Analytical Services In Support of Superfund Air Testing

I. Purpose

The purpose of this non-routine services contract is to provide general analytical laboratory testing support to the US EPA Office of Superfund Remediation and Technology Innovation (OSRTI) Analytical Services Branch (ASB). There has been determined a need for these analytical services that are beyond the scope of Superfund's routine means of obtaining contractor analytical support through the Agency's Contract Laboratory Program (CLP). Specifically, there is a need for testing of environmental samples for Organic in air matrices, by standard GC and GC/MS air testing methodology.

II. Scope

This analytical service contract provides data which USEPA uses for a variety of purposes, such as: determining the nature and extent of contamination at a hazardous waste site, assessing priorities for response based on risks to human health and the environment, determining appropriate cleanup actions, and determining when remedial actions are complete. The data may be used in all stages in the investigation of hazardous waste sites, including: site inspections, Hazard Ranking System (HRS) scoring, remedial investigation/feasibility studies, remedial design, treat ability studies, and removal actions. The data may also be used in litigation against Potentially Responsible Parties in the enforcement of Superfund legislation. As a result, the Contractor must be aware of the importance of maintaining the integrity of the data generated under this contract, since it is used to make major decisions regarding public health and environmental welfare. The Contractor may be required to appear and testify to the accuracy and/or validity of the data generated.

Any and all Contractors procured for these non-routine services shall be responsible for the accurate and timely analysis and reporting of testing results of environmental samples using established methods. During the procurement process, each Contractor certifies its capabilities to perform, and the Agency confirms the Contractors capabilities to perform the methods described below. During the tenure of the contract, the Agency will submit individual Task Orders detailing specific analytical requirements for all groups of samples requiring analyses by the Contractors. The Task Orders will define the specific analytical method (from the groups of methods detailed below) required for each sample. The Task Order will also specify in detail any required changes and modifications made to any of the formal methods listed below (e.g. lower reporting limits, supplemental QC, etc). The Task Order will also detail specific reporting requirements and formats, and data turnaround requirements needed for each group of samples. The Task Order will also specify any requirement for analysis of quality control samples, QC criteria, such as blank contamination and spike recoveries, detection or quantitation limit requirements, etc.

Upon submission of the Task Orders, each Contractor will provide to the Agency a specific bid price for the group of samples requested in each Task Order. The group of samples will then be scheduled with the Contractor following the procedures detailed in the Laboratories specific contract.

III. Analysis Requirements

Under this Statement of Work, and other requirements submitted in specific individual Task Orders, the contractor shall perform analysis for a variety of organic constituents in air matrices using the methods listed below.

Methods:

These methods are taken from EPA's Compendium of Methods for the Determination of Toxic Organic Compounds in Ambient Air - Second Edition. The complete method is listed on the EPA Web Site at: <http://www.epa.gov/ttnamtl1/airtox.html>

Method TO-17: Determination of Volatile Organic Compounds in Ambient Air Using Active Sampling Onto Sorbent Tubes

Method TO-15: Determination of Volatile Organic Compounds (VOCs) In Air Collected In Specially-Prepared Canisters And Analyzed By Gas Chromatography Mass Spectrometry (GC/MS)

Method TO-14A: Determination Of Volatile Organic Compounds (VOCs) In Ambient Air Using Specially Prepared Canisters With Subsequent Analysis By Gas

Chromatography

Method TO-13A: Determination of Polycyclic Aromatic Hydrocarbons (PAHs) in Ambient Air Using Gas Chromatographic/Mass Spectrometry (GC/MS)

Method TO-10A: Determination Of Pesticides And Polychlorinated Biphenyls In Ambient Air Using Low Volume Polyurethane Foam (PUF) Sampling Followed By Gas Chromatographic/Multi-Detector Detection (GC/MD)

Method TO-4A: Determination of Pesticides and Polychlorinated Biphenyls in Ambient Air Using high Volume Polyurethane Foam (PUF) Sampling Followed by Gas Chromatographic/Multi-Detector Detection (GC/MD)

The Contractor must follow each method, including all QA/QC requirements, as written in the formal write-ups for these methods. No deviations will be allowed in the analyses unless one or all of the following conditions apply:

- a) The Contractor has fully and adequately documented in its SOPs specific deviations to the formal method.
- b) The Contractor has contacted the site specific EPA Regional Project Manager responsible for the samples, or the EPA Headquarters Program Manager to discuss needed changes to the method to provide analysis for unusual samples or circumstances.
- c) Specific Task Order documentation is provided by EPA detailing specific requirements that are either not specified in the formal method or that is a change to protocol detailed in the formal method.

The Contractor shall ensure that all analysis are performed in a safe manner, and ensure that laboratory personnel are provided a working environment that does not expose the workers to hazardous chemicals. All pertinent OSHA regulations and Good Laboratory Practices shall be followed to ensure laboratory personnel protection. All Federal and State hazardous and non-hazardous waste disposal practices shall be followed for the duration of this contract.

Note: The Agency may ask for reporting limits at levels lower than those documented in the specified analytical method listed above. The required reporting limits will be specified in each individual task order. As per the instructions in the solicitation requirements, each contractor will have the opportunity to review each specific Task Order for applicability, and they will have the opportunity to “bid” for specific sample groups pertinent to the Task Order.

For all analysis involving the use of air canisters, the contractor is responsible for procuring all needed canisters for a project, supplying the canisters to the Agency field sampling teams, and cleaning all canisters to levels pertinent to the needed reporting requirements for each specific project.

IV. Documentation Requirements:

The Contractor shall have, at the Contractor's facility, a current copy of each of the formal methods that the Contractor is under contract to perform, as well as laboratory specific Standard Operating Procedures (SOPs), detailing the specific protocols and procedures the laboratory uses to perform each method. The SOP should contain specific documentation detailing discrepancies between a formal EPA method and the Lab's SOP. The Contracting Laboratory shall perform all testing on the environmental samples according to the formal EPA method in conjunction with the Laboratory's SOP. The laboratory shall also be responsible for following all Quality Assurance and Quality Control measures detailed in the EPA method and SOP. If deviations from an SOP are required for an analysis, the deviations shall be discussed with an EPA representative before analysis begins. All SOPs shall be made available to EPA representatives upon request.

Contractors are also required to have available written copies of the following:

- 1) Quality Assurance Plan detailing laboratory quality objectives, quality control processes and criteria, internal audit processes, non-compliance resolution procedures, and employee qualifications and training requirements. The QAP is also to contain a section detailing the Contractors expectations concerning employee ethics on analysis and data reporting.
- 2) SOPs describing Chain-of-Custody procedures. This SOP should include in detail processes included in (a) sample receipt at the laboratory, (b) sample log in procedures, (c) internal sample tracking within the various departments or sections of the laboratory (e.g. from sample preparation department to instrumental analysis department), and (d) sample disposal.
- 3) SOPs detailing the Contractors procedures for sample storage, sample security, and sample disposal.
- 4) SOPs detailing the Contractor's data review and acceptance procedures. The contractor is required to provide for at least a two tier process for data review (i.e. primary analyst plus one level of peer review of data).
- 5) SOPs detailing the Contractor's procedures for hard copy and electronic data processing, packaging, security, shipment, and archival.

- 6) SOPs detailing the processes the Contractor uses for cleaning of air canisters used for air analysis (where appropriate).
- 7) Log books documenting all sequence of analyses for all field samples, Quality Assurance samples, calibration analyses, and method blank analyses for each analytical instrument.
- 8) Log books documenting the traceability of analytical standards to a respected chemical and standard vender, and the traceability of preparation for all working standards prepared by the Contractor.
- 9) Log books describing all major maintenance performed on analytical equipment.
- 10) Log books certifying the level of background contamination in Contractor cleaned air canisters (where appropriate)

V. Data Deliverables:

Contractors will be required to submit both a hard copy and electronic copy of analytical results. Each Task Order submitted by the Agency shall direct the Contractor to perform a specific method on samples delivered under the task order. Therefore the exact format of each data deliverable package will be dependent upon the method requested and will be specified within each Task Order. At a minimum, each delivery package will be comprised of forms that conveys the following:

- 1) Target analytes analyzed for by the method, the CAS number for each analyte, the concentration and concentration units for each analyte (e.g. ppbv), the reporting limit for each “non-detect” analyte, a qualifier for each analyte (e.g. an E qualifier indicates concentration is an estimate. Qualifiers will be defined in each task order), EPA sample identification number, Laboratory specific sample identification number, Laboratory name, Contract Number, Date sample received, Date sample analyzed, Case number, Sample Delivery Group Number (SDG), Instrument Identification number, Sample size analyzed, and level of dilution, if applicable.
- 2) Results of initial calibration analyses as specified in the analytical method. Results shall include name of each calibration analyte standard, the concentration and concentration units for each calibration analyte, the relative response factor or calibration factor determined for each calibration analyte, the statistical evaluation of each calibration analyte for each concentration level (usually five calibration levels are specified in each method) that shows degree of linearity or acceptability of the “calibration curve” (usually as a %RSD), the acceptable criteria for the initial calibration analyses as described by the formal analytical method and laboratory SOP, Laboratory name, Contract number, Case and SDG number, Instrument Identification number, and Calibration dates for each calibration level.

- 3) Results of all daily or continuing calibration analyses as specified in the analytical method. Results shall include name of each calibration analyte standard, the concentration and concentration units for each calibration analyte, the relative response factor or calibration factor determined for each calibration analyte, the statistical evaluation of each calibration analyte with respect to the initial calibration analysis (usually as a %Difference from the initial calibration analyses for each analyte), the acceptable criteria for the continuing calibration analyses as described by the formal analytical method and laboratory SOP, Laboratory name, Contract number, Case and SDG number, Instrument Identification Number, and Calibration date.
- 4) Results of Mass Spectrometer tuning analyses where samples have been analyzed by GC/MS (as specified in the formal analytical method). Laboratory name, Contract number, Instrument Identification number, date of tuning analyses, acceptance criteria as listed by the formal method for the tuning analysis, and samples that are associated with the tuning analysis.
- 5) Results of all blank analyses pertinent to a set of data or SDG. Results of blank analyses may be submitted using forms used to report sample analyses as per instructions in item (1) above.
- 6) Results of all Quality Control/Assurance samples pertinent to an SDG. This may include matrix spike and duplicate analysis (spike of a field sample), or a Laboratory Control Sample (LCS).
- 7) Results or documentation specific to any case or project specified in a Task Order.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

Preservation, packing, marking and labeling shall be in accordance with the packaging requirements set forth in the Statement of Work.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES-FIXED PRICE (FAR 52.246-4) (Aug 1996)

(a) *Definitions.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or duly authorized representative will perform inspection and acceptance of materials and services to be provided. If submitted documentation does not conform to the instructions, the contractor shall be required to resubmit such documentation with deficiency (ies) corrected, at no additional cost to the Government.

- (b) For the purpose of this clause, the Project Officer or Task Order Project Officer is the authorized representative of the Contracting Officer.
- (c) Inspection and acceptance will be performed at:
To be specified in each Task Order

E.3 ACCEPTANCE CRITERIA OF DELIVERABLES

All sample results and deliverables will be inspected and will be subjected to data validation, by the Contracting Officer or duly authorized representative for timeliness, completeness, accuracy, and compliance with the requirements of the analytical method and the laboratory's standard operating procedures (SOP). Each of the analytical methods detailed in the Task Order Statement of Work will specify Quality Assurance and Quality Control criteria. The Contractor shall have written into its laboratory standard operating procedures, the acceptance criteria the contractor will utilize to ensure data quality. (e.g. the SOP which specify the acceptance criteria for the allowable % relative standard deviation for each analyte incorporated into the initial calibration analysis for a method). Upon receipt of data deliverables, the Contractor Officer or duly authorized representative will review the data to ensure data meets all of the QA/QC criteria specified in the Task Order Statement of work. If the deliverables does not pass the QA/QC criteria, then the Agency may qualify the data as unacceptable.

The Task Order may require the Performance Evaluation (PE) samples be analyzed in conjunction with a set or sets of field samples. If PE samples are required, the PE sample, along with instructions on how to prepare and analyze the PE sample will be provided. Any PE sample is considered to be a billable sample. Each PE sample has been previously analyzed and statistical acceptance criteria has been developed for each analyte in the PE sample. The PE samples are delivered to the laboratory as either blind or double blind samples, and therefore accuracy acceptance criteria are not made known to the laboratory prior to delivery of the PE sample results. The data user evaluates the results of the PE sample (i.e. number of analytes passing or failing the accuracy criteria) based upon EPA Regional data objective criteria. The data user may feel that justification is warranted to reject data from field samples based upon the results of the PE sample. This is on a case by case basis. For example, if field samples were being analyzed for Tetrachloroethylene, and the lab failed accuracy criteria for this particular analyte in the PE sample, then the data could be completely rejected. If Tetrachloroethylene in the PE sample passed criteria, but another analyte in the PE sample failed criteria, then the data user may still accept the results of the field samples.

E.4 GOVERNMENT AUDIT OF CONTRACTOR FACILITIES

During the BPA period of performance the Government may audit the contractor's operations in order to determine whether the contractor is maintaining it's ability to meet the terms and conditions of the BPA. These audits may or may not be preplanned so that the Government auditors have the opportunity to observe how work in process is normally being performed.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-17	AUG 1984	GOVERNMENT DELAY OF WORK

F.2 TERM OF BLANKET PURCHASE AGREEMENT

- a. The period in which Task Orders may be placed against this Blanket Purchase Agreement may not exceed three (3) years from the date of execution unless otherwise canceled in writing by the Contracting Officer.
- b. Regardless of the expiration date, the contractor is responsible for performing all work required under each Task Order and all modifications under each Task Order.
- c. This Blanket Purchase Agreement may be terminated in its entirety by either party upon thirty (30) day notice to the other party.

F.3 LOCATION (S) OF CONTRACTORS

Contractor's laboratory where analysis will be performed will be specified in each Task Order.

F.4 STOP WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall, at Government expense,

immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery completion schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; *provided*, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.5 DELIVERY REQUIREMENTS

The services provided under this Blanket Purchase Agreement shall be delivered in the manner and in accordance with the schedule specified in the order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984) DEVIATION

(a) The Government will order any supplies and services to be furnished under this BPA by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers: **On Scene Coordinator (OSCs)** listed in the website below:

<http://www.epa.gov/oamsrpod/ersc/osc/>

Richard D. Medlin, Contracting Officer
Environmental Protection Agency
Ariel Rios Building(3805R)
1200 Pennsylvania Ave, NW
Washington DC 20460
202-564-4476
202-565-2557

Lynette Gallion, Contracting Officer
Environmental Protection Agency
Ariel Rios Building(3805R)
1200 Pennsylvania Ave, NW
Washington DC 20460
202-564-4463
202-565-2557

Edward Murphy, Contracting Officer
Environmental Protection Agency
Ariel Rios Building(3805R)
1200 Pennsylvania Ave, NW
Washington DC 20460
202-564-4456
202-565-2557

(b) A Standard Form 30 will be the method of amending delivery orders.

G.2 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this BPA will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.3 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Administrative Contracting Officer:

Richard D. Medlin
1200 Pennsylvania Ave N.W. MC 3805R
Washington DC 20460
(202)-564-4476

Contract Specialist(s) responsible for administering this contract:

Charlie D. Hurt
1200 Pennsylvania Avenue, N. W. 3805 R
Washington, DC 20460
(202)-564-6780

Project Officer(s) for this contract:

Project Officer:

Terry Smith
1200 Pennsylvania Avenue, N. W. 5204G
Washington, DC 20460
(703)-603-8849

Alternate Project Officer:

Elizabeth Holman
1200 Pennsylvania Avenue, N. W. 5204G
Washington, DC 20460
(703) 603-8761

G.4 Government Furnished Samples

Samples for Analysis - A sample consists of collection containers containing solid or liquid material, or a mixture.

Field Sample Blank(s) and duplicate samples shall constitute separate distinct sample(s).

If the performance of all or any part of the work of this contract is delayed or interrupted due to the Government's failure to provide timely instructions/resolution to the Contractor regarding inconsistencies or errors in samples or their corresponding paperwork (chain-of-custody/traffic reports), the Contractor may be entitled to an adjustment in the time of delivery. Such

adjustment shall include a day-for-day extension for the delay caused by the Government. However, the Contractor shall provide clear and convincing documentation of the delay. No adjustment will be made for any delay or interruption to the extent that performance would have been delayed by other causes including the fault or negligence of the contractor, or for which adjustment is provided or excluded under any other term or condition of this contract. In addition, no adjustment may be made if the contractor fails to promptly notify the Task Order Project Officer (TOPO) and Contracting Officer (CO) of problems or discrepancies. Such prompt notification is interpreted to mean within the next business day of sample(s) and/or Chain-of-Custody/Traffic Report receipt. The TOPO shall be the first person contacted for problem resolution. Verbal notification shall be followed up in writing to both the TOPO and CO. Electronic messages will be considered written notification for these purposes.

Unless otherwise instructed by the TOPO, the Contractor shall dispose of unused sample volume as specified in Exhibit A of the SOW. Sample disposal and disposal of unused sample bottles/containers is the responsibility of the Contractor.

The Contractor shall be required to routinely return sample shipping containers (e.g., coolers and/or sample containers) to the appropriate location as specified in individual Task Orders within fourteen (14) calendar days following shipment receipt. The Contractor will be provided a shipping mechanism by the originating sampler or the Government (e.g., field sampler). The Contractor shall ensure that the account numbers provided are used only for the return of Government-owned shipping containers.

Laboratories shall remove packing and other materials from the coolers before each pick-up and shall ensure that the coolers are clean. The laboratory Contractor can determine from visual inspection whether the cooler is clean. Laboratories shall remove any remaining sample from the non-glass container and shall ensure that the sample container is clean. An authorized laboratory official shall sign and telefax pick-up records to the designated transportation Contractor or sampler within two (2) calendar days of cooler pick-up for return shipment.

Laboratory Evaluation Sample Standards - The Government may provide to the Contractor either a standard extract to prepare the laboratory evaluation sample (LES), also referred to as a Performance Evaluation Sample (PES), or prepared LES for exclusive use on this contract.

G.5 Risk of Loss of Government Samples

In accordance with FAR Part 45, the Contractor assumes the risk or and shall be responsible for any loss or destruction of, or damage to, samples provided for analysis upon their delivery. As a consequence of any loss or destruction of, or damage to, the samples, the Contractor may be liable for any re-sampling, re-analysis, and associated administrative costs related to those samples. However, the contractor is not responsible for samples properly consumed in the analysis. Upon the loss, destruction of, or damage to the Government provided samples, the Contracting Officer may initiate an equitable adjustment or claim in favor of the Government.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and
- Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;

- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.2 ORDERING PROCEDURES

1. REQUEST FOR QUOTES

Firm-fixed price offers for each order will be solicited from those firms that have been awarded a Blanket Purchase Agreement.

a) Each Contractor will be provided a fair opportunity to be considered for each task order in excess of \$2,500.00. The Contracting Officer or Ordering Officer will issue a Request For Quotes (RFQ) for each program requirement to each BPA holder. The RFP will contain 1) the Statement of Work; 2) required delivery schedule; 3) format for submission; and 4) the basis for selection. It is anticipated that the Government will transmit each RFQ to the BPA holders by facsimile or electronic media. THE GOVERNMENT RESERVES THE RIGHT TO ISSUE A VERBAL RFQ TO A SINGLE AWARDEE UNDER URGENT AND COMPELLING CIRCUMSTANCES. The Contractor(s) shall acknowledge (electronically or verbally) receipt of each RFP within 24 hours of receiving its electronic copy. The Ordering Officer(s) may use information available on hand to ensure that each awardee is provided a fair opportunity to be considered.

b) Exceptions to the "Fair Opportunity" to be considered:

Awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 under the Blanket Purchase Agreement if the Contracting Officer determines that:

i. The agency need for the services is of such urgency that providing such opportunity would result in unacceptable delays.

ii. Only one contractor is capable of providing supplies/services required at the level of quality required because the supplies or services ordered are unique and highly specialized.

iii. Order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued.

2. QUOTE SUBMISSION

For any given requirement, the Contractor's response, hereinafter referred to as "Quote", shall take form of a Firm Fixed-Price. The Contractor shall begin preparing its response to the RFQ immediately upon receipt. The Contractor(s) shall submit an offer for each RFQ within the time specified by the Contracting Officer or Ordering Officer, which may be as short as 24 hour days of receiving the electronic copy. The Contractor shall not begin performance until it receives a task order signed by the Contracting Officer or Ordering Officer.

3. QUOTE EVALUATION

The method of selection for issuance of a task order will be based upon the lowest evaluated price. However, the Government reserves the right to use other criteria, in addition to price, in determining which Contractor will receive an order. Each request for quote will state the evaluation criteria to be used by the Government.

4. SELECTION

Task Orders will be issued on Optional Form 347 Order for Supplies or Services), Standard Form 26 (SF 26 Award/Contract) or other agency prescribed form. Orders under this Blanket Purchase Agreement become binding contracts upon acceptance of the order by the Contractor and Government. Terms and conditions included in this Blanket Purchase Agreement shall apply to all orders placed under this agreement.

The Contracting Officer or Ordering Officer may issue task orders by facsimile or electronic commerce methods. The EPA reserves the right to issue verbal orders to a single awardee under urgent and compelling circumstances. Upon notification from the contracting officer or ordering officer, the contractor shall begin performance. The Contracting Officer or Ordering Officer will follow-up every task order issued verbally with an electronic confirmation.

H.3 BLANKET PURCHASE AGREEMENT REVIEW/REVISION

The agreement shall be reviewed annually, before the anniversary of the effective date, and revised as necessary to conform to current changes in statutes, Executive Orders, or other appropriate matters.

H.4 EXPERT TESTIMONY (LOCAL LW-37-17) (DEC 2001) DEVIATION

From time to time, the Government may have the need for expert testimony during enforcement proceedings for a given site where the Contractor provided services. In the event such services are required during the term of this contract, such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site related activities under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the contractor took related to a particular site. In the event such services are required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.212-1	JUN 1997	INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS
52.212-4	MAY 1997	COMMERCIAL TERMS AND CONDITIONS-COMMERCIAL ITEMS
52.212-5	AUG 1996	COMMERCIAL TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.222-44	FEB 2002	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING

52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% post consumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% post consumer material standard is 50% recovered material content of certain industrial by-products.

I.3 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

I.4 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

[For this Contract, there are NO clauses in this Section]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of OFFERORS completed by the contractor as part of the response to the BPA are incorporated by reference.